

STATE OF NORTH CAROLINA
COUNTY OF WAKE

IN THE OFFICE OF
ADMINISTRATIVE HEARINGS
14 DHR 01980

ONE LOVE PERIODIC SERVICES, INC.,
Petitioner,
v.
PARTNERS BEHAVIORAL HEALTH
MANAGEMENT *as legally authorized
contractor of and agent for* N.C. DEPARTMENT
OF HEALTH AND HUMAN SERVICES,
Respondent.

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") memorializes and clarifies the agreement entered into effective November 6, 2014 by and between One Love Periodic Services, Inc. ("One Love") and Partners Behavioral Health Management ("Partners") (collectively "Parties" and individually "Party"), subject to full execution by all Parties.

WITNESSETH:

WHEREAS, Partners is a Local Management Entity/Managed Care Organization ("LME/MCO") as defined at N.C.G.S. 122C-3(20c), and manages publicly-funded mental health, intellectual/ developmental disability and substance abuse services for consumers enrolled in the following eight (8) counties: Burke, Catawba, Cleveland, Gaston, Iredell, Lincoln, Surry and Yadkin Counties ("Partners' Catchment Area"); and

WHEREAS, One Love is a provider of community behavioral health services providing certain services to recipients of publicly-funded services in Partners' Catchment Area under a contract with Partners to do so; and

WHEREAS, Partners issued a Tentative Notice of Overpayment dated November 18, 2013 notifying One Love of Partners' tentative determination that One Love had received Medicaid overpayment in the total amount of \$73,397.52, subject to repayment, plus penalties and interest provided by law; and

WHEREAS, One Love timely filed a Provider Dispute Resolution request concerning the November 18, 2013 Tentative Notice of Overpayment; and

WHEREAS, Partners issued a Provider Dispute Resolution Follow-Up letter dated January 17, 2014 notifying One Love of Partners' determination to uphold the November 18, 2014 Tentative Notice of Overpayment; and

WHEREAS, on March 17, 2014, One Love challenged the basis for this decision and filed a Petition for Contested Case Hearing against Partners (14 DHR 01980); and

WHEREAS, the Parties desire to compromise and settle any and all existing, threatened and potential disputes, claims, or rights between them as to this Tentative Notice of Overpayment; and

WHEREAS, the Parties on or about November 6, 2014 reached a compromise settlement resolving the differences between them on the disputes described herein, the terms and conditions of which are set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, for agreed upon consideration, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties, for themselves and their predecessors, successors, managers, assigns, officers, directors, employees, and agents, agree as follows:

1. The settlement effected by this Agreement is a compromise of disputed claims, made to avoid the uncertainty and expense of litigation. The promises and terms agreed to herein are not to be construed as an admission of any liability, nonconformity, error, or other deficiency on the part of any Party, alleged or unalleged. Any such liability, nonconformity, error, or other deficiency is expressly denied by the respective Parties.

2. For purposes of this Agreement, the Tentative Notice of Overpayment of November 18, 2013 and the Provider Dispute Resolution Follow-Up of January 17, 2014 shall collectively be referred to as the "Partners' Notices."

3. One Love will dismiss with prejudice its Petition for Contested Case Hearing 14 DHR 01980 against Partners within three (3) business days of receiving the complete execution of this Agreement.

4. One Love agrees to pay Partners the sum of Seventeen Thousand, Five Hundred Dollars (\$17,500.00) in full compromise and settlement of the Partners' Notices. Petitioner owes no penalty or interest as long as it pays the agreed upon amount in accordance with the terms of this Agreement. Full and final payment in the amount of Seventeen Thousand, Five Hundred Dollars (\$17,500.00) shall be paid in four (4) consecutive monthly installments, the first of which shall be received by Partners within seven (7) days of execution of the Agreement. The remaining three (3) payments shall be made to Partners on the 15th day of the month for each subsequent month following the first payment. Payment shall be made via wire transfer or in the form of a certified check or cashier's check payable to Partners Behavioral Health Management and delivered to the following address: 901 S. New Hope Road, Gastonia, North Carolina 28054. If payment is not timely made, One Love acknowledges and consents to Partners

recovering the full or any remaining settlement amount by immediate recoupment or consecutive recoupments from any payments otherwise to be made to One Love by Partners for any other services or obligations.

5. Partners agrees to accept payment of Seventeen Thousand, Five Hundred Dollars (\$17,500.00) in full compromise and settlement of the Partners' Notices.

6. The Parties agree within thirty (30) calendar days of execution of this Agreement to reach a mutually agreed upon Plan of Correction addressing the matters raised in Partners' Notices, to be implemented within fifteen (15) days thereafter. Regardless of the language in the Plan of Correction, Paragraph 1 of this Agreement is not waived and the Plan of Correction shall not be construed as an admission of any liability, nonconformity, error, or other deficiency on the part of any Party with respect to the Providers' Notices and this settled case.

7. Each Party agrees that it will not disclose the terms of this Agreement to anyone (except to its attorneys, accountants, employees who need to know the terms of this Agreement in order to carry out their job responsibilities, corporate affiliates, parents, and subsidiaries, all of whom agree to abide by the disclosure restrictions set forth in this paragraph), except as required by law, including in response to a request from regulators or as required under the NC Public Records law. Where redaction of the settlement amount is reasonably permitted by law, the responding Party will do so.

8. The Parties represent and agree that they will not disparage or defame the other Party, or any person associated with the other Party, or make any public statements that may be reasonably anticipated to be detrimental to the good name or business representation of the other Party.

9. All attorney's fees, costs, or expenses related to all cases and disputes described herein shall be borne by each Party individually, and no claim for such fees, costs or expenses shall be made.

10. Each Party hereby releases the other, its current and former officials, employees, agents, and representatives, from any and all liability and causes of action that have arisen or may arise only out of the Partners' Notices and 14 DHR 01980.

11. This Agreement constitutes the entire understanding and agreement between the Parties with respect to the subject matter hereof, and there are no promises, understandings, or representations other than those set forth herein. This Agreement supersedes any and all other prior agreements and drafts regarding the subject matter hereof. This Agreement may not be amended or modified except by a writing signed by both of the Parties or their duly authorized representatives.

12. This Agreement shall be construed and governed according to the laws of the State of North Carolina. If any provisions of this Agreement are held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

13. Each Party acknowledges that it has carefully read this Agreement, knows the contents thereof, and executes the Agreement voluntarily as its own free act. Each Party further acknowledges that it has conferred to the extent that it has deemed appropriate with legal counsel regarding this Agreement prior to its execution.

14. This Settlement Agreement may be executed electronically and/or in counterparts, each of which shall be an original, all of which taken together shall constitute one and the same instrument. The Parties may exchange signatures on this Settlement Agreement by e-sign software, facsimile or email which shall be acceptable and deemed binding as if originals.

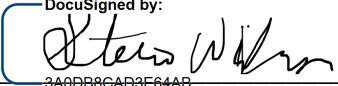
15. The undersigned represent and warrant that they are authorized to enter into this Agreement on behalf of the Parties and do so with full understanding of its terms and advice of counsel.

16. This Agreement is binding on the Parties' predecessors, successors, managers, assigns, officers, directors, employees, and agents.

17. This Agreement memorializes terms reached and shall be effective on November 6, 2014, upon the occurrence of the complete execution of this Agreement. The aforementioned deadlines begin on and run from the full execution of this Agreement and not the effective date.

THIS SETTLEMENT AGREEMENT agreed and executed by the Parties hereto:

ONE LOVE PERIODIC SERVICES, INC.

By: 
3A0DB86AD3E64AB...
Steve Wideman
Co-Owner

Date: 12/26/2014

PARTNERS BEHAVIORAL HEALTH MANAGEMENT
A Local Management Entity/Managed Care Organization

By: 
AB2FAD60736F4A4...
Rhett Melton
CEO

Date: 12/29/2014

Per N.C. Gen. Stat. § 159-28, this instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

By: 
0A97C2CBDFF8483...
Susan Lackey, Finance Director, Partners BHM

12/26/2014

DATE